

# AGENDA

**Thursday, August 1, 2019 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-80

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Proclaiming Clackamas County to be a Purple Heart County and Recognize August 7<sup>th</sup> as Purple Heart Day (Commissioner Ken Humberston)

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**III. BOARD DISCUSSION ITEM** *(The following items will be individually discussed by the Board only, followed by Board action.)*

**Health, Housing & Human Services**

1. Resolution No. \_\_\_\_\_ Declaring a State of Emergency and Emergency Measures to Address Housing Crisis (Richard Swift, H3S Director)

**IV. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval of an Application to US Department of Housing and Urban Development, Continuum of Care Program (CoC) Annual Renewal of Funds – *Community Development*
2. Approval of an Intergovernmental Subrecipient Agreement, Amendment No. 3 with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
3. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Choice Model Services – *Behavioral Health*

**B Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**C. Community Corrections**

1. Approval to Apply for a Grant between Criminal Justice Commission, Justice Reinvestment and Clackamas County to Continue the Pretrial Program

**D. Business & Community Services**

1. Approval of Continued Participation in the Oregon Digital Library Consortium (ODLC) and Purchase of eBooks and eAudiobooks from OverDrive, LLC - *Procurement*
2. Approval of Purchases from Bibliotheca, LLC for eBooks and eAudiobooks in Apple and Android Format - *Procurement*

**E. Tourism & Cultural Affairs**

1. Approval of a Contract with Lawrence PR, Inc. to Provide Public Relations Services for Deskside Tours and Media Assistance - *Procurement*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**



## ***Proclaiming Clackamas County to be a Purple Heart County and Recognizing August 7<sup>th</sup> as Purple Heart Day***

**Whereas**, The Purple Heart was initially created as the “Badge of Military Merit” by George Washington in 1782 and is the oldest military decoration in present use; and

**Whereas**, the Purple Heart is specifically awarded to any member of the United States Armed Services who has been wounded or killed in combat with a declared enemy of the United States; and

**Whereas**, Clackamas County has had numerous residents make the ultimate sacrifice in many of the World Wars and has many resident veterans that have been awarded the Purple Heart for wounds received in combat; and

**Whereas**, veterans have paid the high price of freedom by leaving their families and communities, putting themselves in danger for our country and for the good of all; and

**Whereas**, the contributions and sacrifices of men and women of Clackamas County who have served in the Armed Services have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**Whereas**, Clackamas County is honored to become a Purple Heart County, and we support our veterans and appreciate the sacrifices our Purple Heart recipients have made in defending our freedoms.

**Now, therefore**, the Clackamas County Board of Commissioners does hereby proclaim Clackamas County to be a Purple Heart County and recognizes Wednesday, August 7<sup>th</sup>, 2019 as Purple Heart Day and we encourage all citizens to honor and support our veterans for the sacrifices and contributions they have made to this great country.

**Dated** this 1<sup>st</sup> day of August, 2019

### **CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Jim Bernard  
Chair

Sonya Fischer  
Commissioner

Ken Humberston  
Commissioner

Paul Savas  
Commissioner

Martha Schrader  
Commissioner

August 1, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring a State of Emergency and  
Emergency Measures to Address Housing Crisis**

<b>Purpose/Outcomes</b>	<p>Reaffirms declaration of state of emergency and emergency measures to address the housing crisis, empowering the County in particular to:</p> <ul style="list-style-type: none"> <li>• Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules</li> <li>• Redirect funds for emergency use</li> <li>• Order such other measures as are found to be immediately necessary for the protection of life and/or property</li> <li>• Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units</li> <li>• Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency</li> </ul> <p>Amends prior resolution to include requirement that all actions taken pursuant to this declaration must first be approved by the Chair of the Board of County Commissioners and the Clackamas County Administrator.</p>
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	August 1, 2019 – July 31, 2020
<b>Previous Board Action</b>	Declaration of State of Emergency, 11/8/2017 (Board Order No. 2017-120), expired 5/7/ 2018, 8/2/2018 (Board Order No. 2018-73), expired July 26, 2019
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Improve community safety and health</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Stephen Madkour, Richard Swift

**BACKGROUND:**

The Board approved a resolution declaring a local state of emergency and declaring emergency measures to address our housing crisis in November of 2017. That resolution, which expired in May of 2018, was reaffirmed with the approval of the same resolution in August of 2018. The 2018 resolution expired in July of 2019 and this action once again reaffirms the need for keeping a range of options available to respond to the local housing crisis, given that conditions creating a lack of adequate and safe shelter for all County residents have otherwise continued unchanged or have worsened. As the Board has made significantly increased financial commitments to addressing this crisis at the policy level, Health, Housing & Human Services seeks the flexibility to act quickly and ability to respond to emergent opportunities through a renewal of the declaration of a state of emergency.

The Emergency Declaration, which has been amended to include the requirement that all actions taken pursuant to the declaration must first be approved by the Chair of the Board of County Commissioners and the Clackamas County Administrator, is effective August 1, 2019 and terminates July 31, 2019, 2019. It has been approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve this Resolution.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Declaring a Local  
State of Emergency an  
Declaring Emergency Measures  
To Address Housing Crisis



RESOLUTION NO. \_\_\_\_\_

*Page 1 of 4*

WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member is unavailable); and

WHEREAS, both state law and the County Code define emergency as a man-made or natural event or circumstance causing or threatening loss of life, injury to persons, the environment or property; human suffering or financial loss to the extent that extraordinary measures must be taken to protect the public health, safety and welfare; and

WHEREAS, although not specifically articulated as qualifying as an emergency or disaster, the increasing numbers of county residents, including families and children that are considered homeless, the need for safe, warm and habitable shelter for the homeless population, and the recognized lack of adequate temporary or emergency shelters for the county's homeless population, does indeed constitute an emergency; and

WHEREAS, the following conditions have resulted in the need for a state of emergency for unincorporated Clackamas:

National, state, and local economic and demographic factors contributing to an ever increasing population of individuals and families without adequate, safe, secure, suitable, and healthy shelter; shortage of shelters to safely and securely house those individuals and families lacking such facilities.

WHEREAS, the following damage to life and property can be expected from the above conditions:

Individuals and families without adequate, safe, secure, suitable and healthy shelter face exposure to the elements and potential for loss of property and life.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Declaring a Local  
State of Emergency an  
Declaring Emergency Measures  
To Address Housing Crisis



RESOLUTION NO. \_\_\_\_\_  
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WHEREAS, the entire County is in a state of emergency and if not the entire County, an emergency is declared for the following area(s):

All unincorporated areas of Clackamas County.

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, on August 2, 2018, the Board of Commissioners approved a Resolution declaring a housing state of emergency and such declared emergency was for a period of one year and has expired by its terms.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. \_\_\_\_\_ (Chair/Vice-Chair/Remaining Board Member/County Administrator or designee), formally declares a state of emergency for Clackamas County, effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, a.m. for the area described above.
2. As practically as possible, the Board of Commissioners will be involved and informed of decisions and actions prior to enactment, and
3. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

**IT IS FURTHER RESOLVED THAT:**

4. The following measures are necessary, or may become necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Declaring a Local  
State of Emergency an  
Declaring Emergency Measures  
To Address Housing Crisis



RESOLUTION NO. \_\_\_\_\_  
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\_\_\_\_\_ A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

\_\_\_\_\_ B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

\_\_\_\_\_ C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

\_\_\_\_\_ D. Evacuate persons from the area designated as an emergency area;

\_\_\_\_\_ E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

\_\_\_\_\_ F. Commit to mutual aid agreements;

\_\_\_\_\_ G. Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules;

\_\_\_\_\_ H. Redirect funds for emergency use;

\_\_\_\_\_ I. Order such other measures as are found to be immediately necessary for the protection of life and/or property;

\_\_\_\_\_ J. Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units; and



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Declaring a Local  
State of Emergency an  
Declaring Emergency Measures  
To Address Housing Crisis



RESOLUTION NO. \_\_\_\_\_

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\_\_\_\_\_ K. Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency;

5. All actions taken pursuant to this declaration must first be approved by the Chair of the Board of County Commissioners and the Clackamas County Administrator.

6. This declaration of emergency shall expire on August 1, 2020.

**DATED** this 1<sup>st</sup> day of August, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair/Vice-Chair/Remaining Board Member/County Administrator or designee

\_\_\_\_\_  
Recording Secretary

August 1, 2019

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development, Continuum of Care Program (CoC) annual renewal of funds

<b>Purpose/Outcomes</b>	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
<b>Funding Source</b>	US Department of Housing and Urban Development (HUD)
<b>Duration</b>	Homeless project years vary, most are July 1 to June 30
<b>Previous Board Action</b>	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Individuals and families are healthy and safe</li> </ol>
<b>Contact Person</b>	Kevin Ko, Community Development Manager 503-655-8359
<b>County Counsel</b>	NA
<b>Contract No.</b>	NA

**BACKGROUND:**

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

*Healthy Families. Strong Communities.*

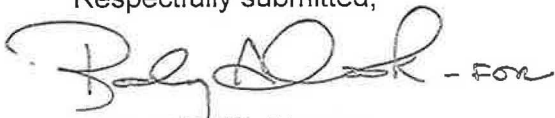
project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$295,000.

**RECOMMENDATION:**

We recommend the authorization of this CoC grants application and that Richard Swift, Director of Health, Housing and Human Services be authorized to sign all CoC applications, supporting documents and County CoC grant award documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a horizontal line and the word "For".

Richard Swift, Director  
Health, Housing & Human Services

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

*Note: The processes outlined in this form are not applicable to disaster recovery grants.*

### Section I: Funding Opportunity Information - To be completed by Requester

**Lead Department:** H3S Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No  
**If renewal, complete sections 1, 2, & 4 only**

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Abby Ahern  
Requestor Contact Information: x5663  
Department Fiscal Representative: Kevin Ko  
Program Name or Number (please specify): FY 2019 Continuum of Care  
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

**OR**

Application Packet Attached:  Yes  No

Completed By: Kevin Ko 8/2/2018  
Date

## \*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\*

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant  Other Funding Agency Award Notification Date: \_\_\_\_\_  
CFDA(s), if applicable: 1/14/1900  
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25  
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000  
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds  
Application Deadline: 9/30/2018 Other Deadlines: \_\_\_\_\_  
Grant Start Date: 7/1/2020 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 6/30/2021 Program Income Requirement: \_\_\_\_\_  
Completed By: \_\_\_\_\_  
Pre-Application Meeting Schedule: \_\_\_\_\_

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

**Collaboration**

1. List County departments that will collaborate on this award, if any.

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR\*\***

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Chuck Robbins		
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Rich Swift		
Name (Typed/Printed)	Date	Signature

<b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b>		
Larry Crumbaker		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

<b>COUNTY ADMINISTRATOR</b>	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

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County Administration Attestation

**County Administration: re-route to department contact when fully approved.**  
**Department: keep original with your grant file.**

August 1, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #3 with  
City of Wilsonville/Wilsonville Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$21,375 for a revised FY18-19 agreement maximum of \$79,169. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services.
<b>Funding Source</b>	Older American Act (OAA) Special Project Allocation (SPA) and Oregon Project Independence (OPI) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2019
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Counsel Review</b>	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8363; Subrecipient #18-011-02

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons living within the Wilsonville Community Center's service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

It is a budget adjustment that redistributes the nutrition program funding and adds Oregon Project Independence (OPI) Home Delivered Meals funding for qualified OPI clients.

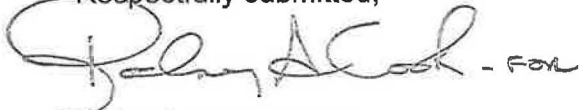


This amendment adds \$21,375 in funding to the 2018-19 Subrecipient Agreement #18-011 for an agreement maximum of \$79,169. This amendment is retroactive. The amendment was delayed at the City of Wilsonville.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a horizontal line and the text "- For".

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 8363 Subrecipient #: 18-011 Board Agenda #: 070017-A, 052418-A13

Division: Social Services Amendment Number: 3

Contractor: City of Wilsonville – Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA nutrition funding and units of service for FY18-19 and adds Oregon Project Independence (OPI) HDM funds and units of service. This results in a net increase to the contract budget of \$21,375.

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This Amendment #3, when signed by the City of Wilsonville – Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the Contractor and County desire to amend and restart the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$57,794**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY’s funding of **\$53,594** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
    - a. **Other Funds.** The COUNTY’s funding of **\$4,200** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$79,169**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
  - b. **Grant Funds.** The COUNTY's funding of **\$74,696** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
  - c. **Other Funds.** The COUNTY's funding of **\$4,200** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation and **\$1,908** is from State of Oregon, Oregon Project Independence (OPI) for OPI Home Delivered Meals.

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Amend:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2018-19

City of Wilsonville – Community Center  
 Subrecipient Grant Agreement #18-011, Amendment 3  
 II. AMEND: Exhibit 5 – Budget and Units of Services - Unit Cost Schedule

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA Match	NSIP Funds	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP					
CFDA Number	93.044	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106				234				73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894				211				67	\$2,105	\$28.33
Info. & Assistance	\$1,460				162				65	\$1,622	\$22.46
Transportation	\$5,371				597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$3,300	0		4,200		100 Classes	\$7,500	\$75.00
OAA/NSIP Food Service		\$8,880	\$6,107		1,667	\$8,663		\$13,200	13,750	38516.6	\$1.28
OAA Meal Site Mngt.		\$9,369	\$6,444		1,758				13,750	\$17,571	\$0.68
<b>TOTALS</b>	<b>\$10,831</b>	<b>\$18,249</b>	<b>\$12,551</b>	<b>\$3,300</b>	<b>\$4,629</b>	<b>\$8,663</b>	<b>\$4,200</b>	<b>\$13,200</b>		<b>\$75,623</b>	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: 57,794

Federal Award Total \$ 53,594

**TO READ:** Exhibit 5 -- Budget and Units of Services -- Unit Cost Schedule

**To Read:**

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA Match	NSIP Funds	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP					
CFDA Number	93.044	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106				234				73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894				211				67	\$2,105	\$28.33
Info. & Assistance	\$1,460				162				65	\$1,622	\$22.46
Transportation	\$5,371				597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$3,300	0		4,200		100 Classes	\$7,500	\$75.00
OAA/NSIP Food Service		\$11,756	\$12,114		2,654	\$9,843		\$14,880	15,500	51246.84	\$1.39
OAA Meal Site Mngt.		\$13,359	\$13,766		3,016				15,500	\$30,141	\$0.86
OPI HDM							1,908		200	\$1,908	\$9.54
<b>TOTALS</b>	<b>\$10,831</b>	<b>\$25,115</b>	<b>\$25,880</b>	<b>\$3,300</b>	<b>\$6,875</b>	<b>\$9,843</b>	<b>\$4,200</b>	<b>\$14,880</b>		<b>\$102,832</b>	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations


**CONTRACT AMOUNT:** 79,169

Federal Award Total \$ 74,969

City of Wilsonville – Community Center  
Subrecipient Grant Agreement #18-011, Amendment 3

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<b>City of Wilsonville</b>   By: _____ Bryan Cosgrove, City Manager 7/15/19 _____ Date	<b>CLACKAMAS COUNTY</b> Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader  <b>Signing on Behalf of the Board:</b>  _____ Richard Swift, Director Health, Housing & Human Services Dept.  _____ Date
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

August 1, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,  
acting by and through its Oregon Health Authority, for Choice Model Services

<b>Purpose/ Outcomes</b>	This Agreement provides funding to the County for local administration of Choice Model Services for eligible residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Maximum value of this revenue agreement is \$1,271,839.51
<b>Funding Source</b>	State of Oregon, Oregon Health Authority funding.
<b>Duration</b>	Effective July 1, 2019 through December 31, 2020.
<b>Previous Board Action</b>	The 2017-2019 biennial Choice Model Services Agreement was approved by the Board on September 28, 2017, Agenda Item 092817-A1.
<b>Counsel Review</b>	Counsel reviewed and approved Agreement July 22, 2019.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
<b>Contract No.</b>	#9401

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the operation of Choice Model Services. Choice Model Services are designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative supports adults with serious and persistent mental illness (SPMI) in the least restrictive environment possible and minimize use of long-term institutional care.

Behavioral Health is required to provide Exceptional Needs Care Coordination, as appropriate to the needs, preferences and choices of each individuals and activities to remove barriers and facilitate integrated services and supports, which are not funded through other sources. These activities may include, but are not limited to, room and board payments; rental assistance; utility payments; prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources; transportation; establishment of guardianship services; and peer delivered services.

This Agreement, with a maximum value of \$1,271,839.51, is effective from July 1, 2019 and continues through December 31, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Richard Swift, H3S Director, to sign the Agreement, Document Return Statement, and future amendments to the Agreement on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard Swift", followed by a comma and the word "For".

Richard Swift, Director  
Health, Housing and Human Services





**Agreement Number 159275**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County acting by and through its Behavioral Health Division  
2051 Karen Road, Suite 154  
Oregon City, Or 97045  
Attention: Behavioral Health Contracts and  
Elise Thompson  
Telephone: (503) 742-5316  
Facsimile: (503) 742-5312**

**E-mail address: [BHContracts@clackamas.us](mailto:BHContracts@clackamas.us) and [ETHompson@clackamas.us](mailto:ETHompson@clackamas.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Health Systems Division  
Adult Behavioral Health & Housing  
500 Summer Street NE, E86  
Salem, OR 97301-1118  
Agreement Administrator: Michael Oyster or delegate  
Telephone: (503) 945-9813  
Facsimile: (503) 378-8467  
E-mail address: [MICHAEL.W.OYSTER@dhs.oha.state.or.us](mailto:MICHAEL.W.OYSTER@dhs.oha.state.or.us)**

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**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or **July 1, 2019**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **on December 31, 2020**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: *[Reserved]*
- (7) Exhibit E: Financial Pages

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits B, A, C, and E.

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is as set forth in Exhibit E, "Financial Pages." OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Contractor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

County is a Subrecipient     County is a Vendor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

**5. County Data and Certification.**

**a. County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_  
Clackamas County

Street address: \_\_\_\_\_  
2051 Kaen Road, Suite 154

City, state, zip code: \_\_\_\_\_  
Oregon City, OR 97045

Email address: \_\_\_\_\_  
EThompson@clackamas.us and BHContracts@clackamas.us

Telephone: \_\_\_\_\_  
( 503 ) 742-5335 Facsimile: \_\_\_\_\_  
( 503 ) 742-5312

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_  
Self-insured

Policy #: \_\_\_\_\_  
N/A Expiration Date: \_\_\_\_\_  
Ongoing

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
  - (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
  - (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;

- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County acting by and through its Behavioral Health Division**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Approved by Jeffrey J. Wahl, Senior Assistant Attorney General, on June 21, 2019; email in Agreement file.

**OHA Program:**

Approved by Theresa Naegeli on June 26, 2019; email in Agreement file.

DRAFT

Approval of Previous Business Meeting Minutes:

June 13, 2019

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, June 13, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard. Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Sonya Fischer

## CALL TO ORDER

- Roll Call
- Pledge of Allegiance

## **I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Proclaiming June 17<sup>th</sup> – 23<sup>rd</sup> as Pollinator Week in Clackamas County  
Commissioner Martha Schrader introduced a short video regarding the importance of Pollinators. She explained a pollinator species such as birds and insects are essential partners of farmers and ranchers in producing much of our food supply. It plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, mineral resources, and recreational opportunities as well as enhanced economic development opportunities for communities. With her background as an Entomologists she is honored to bring this proclamation to the Board today.

~Board Discussion~

Commissioner Schrader read the Proclamation.

Chair Bernard asked for a motion.

### **MOTION:**

Commissioner Fischer: I move we Proclaim June 17<sup>th</sup> – June 23<sup>rd</sup>, 2019 as Pollinator week in Clackamas County.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

## **II. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Gladstone – appreciated the presentation today, he shared a story about Mack Woods and his bee hives. He talked about the Damascus issue, he mentioned that the Gladstone pedestrian bridge will be closed for most of the summer for repair, it will effect lots of folks.

## **III. PUBLIC HEARINGS**

1. First Reading of **Ordinance No. 04-2019** Amending Chapter 10.03, Solid Waste and Wastes Management, of the Clackamas County Code Adopting A Food Waste Collection Requirement for Certain Businesses

Eben Polk, Sustainability Office presented the staff report. He introduced Kelly Stewart who spoke about the Business outreach efforts.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

The Clerk assigned **Ordinance No. 04-2019** and read the ordinance by title only.

Chair Bernard announced the second reading will be on Thursday, July 11, 2019 at our regular scheduled Business meeting at 10 AM.

2. Second Reading of Ordinance No. 02-2019 Amending the Clackamas Industrial Area Development Plan - *1<sup>st</sup> Reading was 5-9-19*

Nate Boderman, County Counsel, Dave Queener, Development Agency presented the staff report.

Chair Bernard opened the public hearing.

1. Elain Howard, Consultant for Happy Valley – spoke in support of this ordinance.

2. Ben Bryant, Assistant City Manager – spoke in support of this ordinance.

Chair Bernard asked if anyone else would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

The Clerk read the Ordinance by title only.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard asked for a motion to adopt the ordinance.

**\*MOTION:**

Commissioner Savas: I move we adopt Ordinance No. 02-2019 Amending the Clackamas Industrial Area Development Plan.

Commissioner Schrader: Second.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

\*Commissioner Savas withdrew the above motion.

Due to the Board discussion Chari Bernard asked for a motion to table this issue for a later date.

**MOTION:**

Commissioner Savas: I move we table this issue.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.



Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.  
~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

#### **IV. CONSENT AGENDA**

Chair Bernard asked Clerk to read the consent agenda by title, then asked for a motion.

##### **MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

#### **A. Health, Housing & Human Services**

1. Approval of a Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
3. Approval of a Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of an Amendment No. 2 to a Cooperation Agreement between the Housing and Community Development Division and the Friends of the Estacada Community Center for the Re-roof Project in Estacada – *Community Development*

#### **B. Department of Transportation & Development**

1. Approval to Apply for a 2022-2024 Regional Flexible Funds Allocation (RFFA) Grant.
2. Approval to Apply for a 2022-2024 Regional Flexible Funds Allocation (RFFA) Grant for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Phase 2B Project.
3. Approval of a Contract with North Santiam Paving Company for the Beaver Creek Paving Package - *Procurement*

#### **C. Elected Officials**

1. Approval of Previous Business meeting minutes – *BCC*
2. Approval of a Cooperative Agreement between the District Attorney's Office and the State of Oregon, Department of Justice for Child Support Services – *District Attorney*

#### **D. Business & Community Services**

1. Approval of a Property Use Agreement between Clackamas County and Sandy River Basin Watershed Council

**E. Public & Government Affairs**

1. Approval of Personal Services Contract with Summit Strategies Government Affairs, LLC to provide Federal Representation Services - *Procurement*

**F. Technology Services**

1. Approval of a Non-Disclosure Agreement with Verizon Business Network Services, Inc. for Shared Network Information

**V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. **Resolution No 2019-57** for North Clackamas Parks and Recreation District Supplemental Budget and Transfer of Appropriations for FY 2018-19

**VI. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**VII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 11:35 AM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

August 1, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for a Grant between Criminal Justice Commission, Justice Reinvestment and Clackamas County to Continue the Pretrial Program

<b>Purpose/Outcome</b>	Continue the Pretrial Program and expanded Short-Term Transition Leave and Clackamas Substance Abuse Programs.
<b>Dollar Amount and Fiscal Impact</b>	\$2,347,060
<b>Funding Source</b>	Criminal Justice Commission
<b>Duration</b>	July 1, 2019-June 30, 2021
<b>Previous Board Action/Review</b>	2017-2019 biennial Justice Reinvestment Grant approved to develop Pretrial Program and expand Short-Term Transition Leave and Clackamas Substance Abuse Programs.
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Contact Person</b>	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

**BACKGROUND:** Community Corrections, the Court, and District Attorney’s Office developed a Pretrial Program during the 2017-2019 biennium with Justice Reinvestment (JRI) grant funding. That funding also allowed expansion of the Short-Term Transitional Leave (STTL) program and Clackamas Substance Abuse Program (CSAP). The STTL program provides housing and resources for people releasing from prison with up to 120 days remaining on their sentence. Community Corrections provides supervision, housing, and resources to assist these clients in their transition into the community. The CSAP program increased residential treatment beds and programming services from 56 to 80 clients at the Residential Treatment & Counseling locations in Milwaukie. The 2019-2021 JRI grant funding will allow Community Corrections to maintain the current service levels of these programs. The Pretrial Program and expanded STTL and CSAP programs are showing positive results toward reducing recidivism and the prison population while increasing public safety and offender accountability. The pretrial program had a swift impact to the jail forced releases. Forced releases have remained under 10 percent throughout the first half of 2019 compared to a rate of 15-21 percent prior to the pretrial program. The STTL program continues to increase the number of prison days saved and the program had an 82.9% success rate in 2018. Only 6.6% of those enrolled in STTL in 2018 were removed from the program due to a new crime. During the 2017-2019 biennium, 83% of clients who entered CSAP successfully completed the program.

Ten percent of the award will support Victim Services programs and 3% will be dedicated back to the Criminal Justice Commission for a Random Control Trial.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve the grant application to the Criminal Justice Commission, Justice

Reinvestment, to maintain the Pretrial Program, STTL, and CSAP services to clients in our community.

Grant Lifecycle form attached.

Respectfully submitted,



Captain Malcom McDonald  
Director, Community Corrections

August 1, 2019

Criminal Justice Commission  
885 Summer St NE  
Salem, Oregon 97301

This letter is to inform you that on August 1, 2019 the Clackamas County Board of Commissioners reviewed the 2019-2021 Criminal Justice Commission, Justice Reinvestment Grant application. On August 1, 2019 at the Board of County Commissioners Business Meeting, the Board officially approved the application between Clackamas County and the Criminal Justice Commission, Justice Reinvestment and submission of the application for grant funding. (BCC Agenda item #XXX).

Thank you.

Sincerely,

**CLACKAMAS COUNTY  
BOARD OF COMMISSIONERS**

Jim Bernard, Chair  
On Behalf of the Clackamas County Board of Commissioners

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

Note: The processes outlined in this form are not applicable to disaster recovery grants.

### Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Community Corrections Grant Renewal?  Yes  No

Name of Funding Opportunity: Criminal Justice Commission Justice Reinvestment Grant

Funding Source:  Federal  State  Local: \_\_\_\_\_

Requestor Information (Name of staff person initiating form): Nora Jones

Requestor Contact Information: 503-655-8780

Department Fiscal Representative: Nora Jones

Program Name or Number: Pre-Trial Program/Short Term Transitional Leave, Corrections Substance Abuse Program expansion

#### Brief Description of Project:

Clackamas County has previously applied for and received Justice Reinvestment (JRI) dollars over the past 2 biennium. The goals of the JRI grants are to reduce recidivism, reduce prison populations, and increase public safety and to hold offenders accountable. The proposal for the 2019-2021 biennium is to continue to fund 3 programs. With the passing of HB3078 the term that inmates can be released early into the community has increased from 90 days to 120 days. Community Corrections will continue to dedicate beds for those releases at the residential center. The request to increase public safety is to continue operations of the expanded program to include a dedicated Probation Officer to work with this population post release to ensure the safest, most successful transition back into the community. CSAP is a long standing program in Clackamas County that provides substance abuse treatment and addresses criminogenic needs in a residential treatment setting. This request is to continue the expansion of treatment beds from 56 to 80 treatment beds. This meets the goals of the grant by increasing public safety, reducing recidivism, reducing prison beds and holding offenders accountable. The last program that we are requesting continued funding for is our Pretrial Service program. The Clackamas County Courts, District Attorney's Office, Jail, Clackamas Indigent Defense, and Community Corrections are partnering to ensure that better release decisions are being made, public safety is being upheld and failures to appear and forced release are being minimized. Pretrial programs have shown to increase public safety and hold offenders accountable.

Name of Funding (Granting) Agency: Criminal Justice Commission

Agency's Web Address for Grant Guidelines and Contact Information:

<http://www.oregon.gov/cjc/jri-grant/Pages/default.aspx>

OR

Application Packet Attached:  Yes  No

Completed By: Malcolm McDonald Date: 7/16/2019

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 7/1/2019

CFDA(s), if applicable: \_\_\_\_\_

Announcement Date: 7/1/2019 Announcement/Opportunity #: \_\_\_\_\_

Grant Category/Title: \_\_\_\_\_ Max Award Value: \$2,347,060

Allows Indirect/Rate: \_\_\_\_\_ Match Requirement: n/a

Application Deadline: 8/28/2019

Grant Start Date: 7/1/2019

Grant End Date: 6/30/2021

Completed By: Nora Jones

Pre-Application Meeting Schedule: \_\_\_\_\_

Other Deadlines: \_\_\_\_\_

Other Deadline Description: \_\_\_\_\_

\_\_\_\_\_

7/9/2019

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**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal St:**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

It is the mission of Clackamas County Community Corrections is to provide supervision, resources, intervention, treatment & victim services to justice involved individuals and crime victims so they can experience and contribute to a safe community. The tenets of the Justice Reinvestment grant and the programs that Community Corrections plans to fund meet and serve the mission statement.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The Divisions mission matches the Departments.

3. What, if any, are the community partners who might be better suited to perform this work?

There are no community partners better suited to perform this work, however many community partners will be involved.

4. What are the objectives of this grant? How will we meet these objectives?

The objectives are to 1) Reduce recidivism, which will be accomplished through a continued expansion of CSAP which has a 83% success rate. 2) Reduce prison population, which will be accomplished through the continued expansion of CSAP. Clients that at highest risk of revocation to prison will continue to be offered CSAP as a "last chance" option. Research also suggests that as more people are released to pretrial supervision they are less likely to go to prison. 3) Increase public safety, which will be accomplished through all three programs. Offenders engaged in residential treatment are not in the community and are less likely to commit crimes. Pretrial programs keep high risk offenders in jail and release lower level offenders into the community allowing them to continue using their community supports. Increased supervision and structure of newly released inmates increases their chances for success. 4) Hold offenders accountable, which again is accomplish through increased supervision for sentenced offenders and more accountability for pretrial clients.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

The grant will enhance CSAP and Short Term Transitional Leave, which are existing programs.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Community Corrections does have adequate and qualified staff to meet the needs of the programs.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

The pretrial program requires partnerships with the Courts, the District Attorney's Office, the Jail and the Defense. All parties have attended a 1 week training to prepare for a pretrial program. All parties are committed to working together in order to ensure the success of the pretrial program.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

It is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted?

If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

Community Corrections will continue to fund the most successful programs that it offers. Community Corrections Act funds and continued JRI funding will fund successful programs in the future.



**Collaboration**

1. List County departments that will collaborate on this award, if any.

Clackamas County Jail, Clackamas County Courts, Clackamas County District Attorney's Office, and Clackamas Indigent Defense.

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

Grantees will be required to submit semi-annual progress reports.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Community Corrections has dedicated a Policy, Performance and Research Analyst position to gathering and evaluating data for the 3 projects. The grant will also fund a validation study to ensure that the Domestic Violence pretrial risk assessment that will be implemented this biennium is working at predicting risk.

3. What are the fiscal reporting requirements for this grant?

Grantees will be required to report program expenditures quarterly.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes.

2. What other revenue sources are required? Have they already been secured?

Community Corrections will provide additional resources to the short term transitional leave program and the CSAP program. These are already existing programs that will be enhanced by JRI funding.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

No

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Community Corrections will continue to fund the most successful programs that it offers. Community Corrections Act funds and continued JRI funding will fund successful programs in the future

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

The grant allows for 10% of operating costs.

Program Approval:

Name (Typed/Printed)


Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Malcolm McDonald	7/17/2019	
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Continued Participation in the Oregon Digital Library Consortium (ODLC) and Purchase of eBooks and eAudiobooks from OverDrive, Inc.**

<b>Purpose/ Outcomes</b>	BCS is seeking Board approval to continue purchasing eBooks and eAudiobooks from OverDrive, Inc. over the next ten years as part of membership in the Oregon Digital Library Consortium (ODLC).
<b>Dollar Amount and Fiscal Impact</b>	The estimated annual value is \$45,000 or \$450,000 over ten years.
<b>Funding Source</b>	Annual BCS Library Network budget. Costs are reimbursed by individual Library District of Clackamas County member cities.
<b>Duration</b>	Up to ten years.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Counsel Review</b>	County Counsel approved this method of transaction on 7/15/2019.
<b>Contact Person</b>	Kathryn Kohl, BCS Library Network Manager, 503-723-4889

**BACKGROUND:**

Since 2005, the LINCC (Libraries in Clackamas County) cooperative has been a member of the Oregon Digital Library Consortium, a statewide cooperative which pools resources to purchase eBooks and eAudiobooks on behalf of library patrons throughout the state. Business and Community Services (BCS) Library Network coordinates ODLC participation on behalf of all LINCC libraries, and facilitates the purchase of eBooks and eAudiobooks through the ODLC’s selected vendor, OverDrive, Inc.

OverDrive, Inc. makes these eBooks and eAudiobooks available to library patrons via the Library2Go website (<https://library2go.overdrive.com/>), and is the only library eBook vendor who can provide access to eBook titles in the proprietary Kindle format, the preferred eBook format for a significant number of library patrons statewide. The Library2Go service is heavily-used; in FY 18-19, patrons of ODLC member libraries checked out over 1.7 million titles, with 327,000 of those titles checked out by LINCC library patrons.

In order to continue participating in the ODLC and to continue purchasing eBooks and eAudiobooks from OverDrive, Inc. for the shared ODLC collection, BCS Library Network is requesting approval from the Board to follow the procurement process outlined below.

Procurement Process

BCS and/or Procurement will periodically issue County purchase orders to place orders with OverDrive, Inc. as needed. Although the amount of the transactions would not normally need Board approval, BCS wanted to make the Board aware of the County's participation with ODLC, as well as the procurement process used when making future purchases of eBooks and eAudiobooks from OverDrive, Inc.

The purchase of books is an exempt procurement category under LCRB C-047-0288(4). Notwithstanding the exemption, Procurement and the Department also issued a notice of intent to award sole source in accordance with LCRB C-047-0275 to ensure that the transaction would be transparent to the vendor community. No protests were received.

County Counsel has reviewed and approved the standard County purchase order and has no concerns with utilizing this procurement process for purchases from OverDrive, Inc.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners authorize BCS Library Network in coordination with the Procurement Division, to issue purchase orders as needed for the purchase of eBooks and eAudiobooks from OverDrive, Inc. over the next ten years.

**ATTACHMENT:** 2019/20 OverDrive Invoice H-0060058

Respectfully submitted,

Laura Zentner  
Director, Business & Community Services

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division



Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Purchases from Bibliotheca, LLC for eBooks and eAudiobooks  
in Apple and Android Format**

<b>Purpose/ Outcomes</b>	Seeking purchasing approval to purchase eBooks and eAudiobooks from Bibliotheca, LLC for the next ten years.
<b>Dollar Amount and Fiscal Impact</b>	The estimated annual value is \$205,000, or \$2,050,000 over 10 years.
<b>Funding Source</b>	Paid from annual Business & Community Services Library Network budget, reimbursed by individual library cities.
<b>Duration</b>	Up to 10 years.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Counsel Review</b>	County Counsel approved this method of transaction on 7/15/2019
<b>Contact Person</b>	Kathryn Kohl, <a href="mailto:KKohl@clackamas.us">KKohl@clackamas.us</a> , 503-723-4889

**BACKGROUND:**

Since 2015, Business & Community Services (BCS) Library Network has been using the Bibliotheca, LLC (Cloud Library) platform to provide eBook and eAudiobook titles (in Apple and Android formats) to all library patrons within the Libraries in Clackamas County (LINCC) system. LINCC currently has a collection of almost 7,700 eContent titles, which have purchased over the past several years, and access to over 90,000 audiobook titles through a pay-per-use license agreement. This significant collection is made available to and widely used by Clackamas County library cardholders, with a circulation of over 72,000 items in the past year.

In order to be able to continue to purchase eBooks and eAudiobooks from Bibliotheca, LLC for our LINCC eContent collection, BCS Library Network is requesting authorization from the Board to continue purchasing from Bibliotheca, LLC.

Procurement Process

The purchase of books is an exempt procurement category under LCRB C-047-0288(4). Notwithstanding the exemption, Procurement and the Department also issued a notice of intent to award sole source in accordance with LCRB C-047-0275 to ensure that the transaction would be transparent to the vendor community. No protests were received.

LINCC and/or Procurement will periodically issue County purchase orders to place orders as needed.

County Counsel has reviewed and approved the standard County purchase order and has no concerns with this transactional process.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners authorize BCS Library Network in coordination with the Procurement Division to issue purchase orders as needed over the next ten (10) years.

**ATTACHMENT:** Bibliotheca Quote 6/27/2019

Respectfully submitted,

Laura Zentner  
Director, Business & Community Services

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

July 17, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Contract with Lawrence PR, Inc.,  
to provide Public Relations Services for Deskside Tours and Media Assistance**

<b>Purpose/ Outcomes</b>	This contract will provide professional services to assist the Public Relations Communications staff in arranging Clackamas County Tourism & Cultural Affairs (CCTCA) exclusive deskside tours, media follow up, trip planning and booking assistance and media pitching support.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$250,000.00
<b>Funding Source</b>	CCTCA TRT funds, 256-9145-07602-431000
<b>Duration</b>	Contract signing through June 30, 2020, with up to four renewals
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Strategic Priority #2. Goal #9. – Conduct and Enhance Media/Public Relations Strategies
<b>Counsel Review</b>	July 16, 2019
<b>Contact Person</b>	Jeannine Breshears, Marketing & Programs Manager, 503-655-8419

**BACKGROUND:**

CCTCA's Public Relations coordinator has successfully generated increased media attention and representation for Oregon's Mt. Hood Territory as a result of attending deskside tours along with assistance from a PR firm the previous four years. In order to further extend the reach and media exposure to target markets, CCTCA is seeking to execute a five-year contract with a local PR firm to assist the PR communications staff in arranging CCTCA-exclusive deskside tours in 3-4 markets annually, and media follow up and pitching support.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on May 6, 2019. Proposals were closed on May 28, 2019 at 2:00PM. The County received 2 proposals: Lawrence PR Inc., and Morgan Communications. Final evaluations determined that Lawrence PR, Inc., was the highest ranking proposer and could meet the needs of the County. The total contract amount is not to exceed \$250,000.00.

County Counsel reviewed and approved this contract.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and Lawrence PR, Inc., for Tourism & Cultural Affairs.

Respectfully submitted,

Danielle Cowan, Executive Director  
Tourism & Cultural Affairs

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division





**CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT  
Contract #1613**

This Personal/Professional Services Contract (this “Contract”) is entered into between **Lawrence PR, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Tourism and Cultural Affairs.

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2020**, with the option of four (4) one – year renewals thereafter. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**2. Scope of Work.** Contractor will provide the following personal/professional services: Public relations services for deskside tours and media assistance. (“Work”), further described in **Exhibit A**.

**3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed **Fifty Thousand dollars (\$50,000.00)** for a total contract value, including any optional one-year renewals, not to exceed **Two Hundred Fifty Thousand dollars (\$250,000.00)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**4. Travel and Other Expense.** Authorized:  Yes       No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**5. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E and F.

**6. Contractor Data.**

**Lawrence PR, Inc.**

**Address:** 16555 Boones Ferry, Suite 202, Lake Oswego, Oregon 97035

**Contractor Contract Administrator:** Katie Schoer

**Phone No.:** 503-866-7639

**Email:** [katie@lawrence-pr.com](mailto:katie@lawrence-pr.com)

**MWESB Certification:**  DBE #       MBE #       WBE #       ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or

suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Lawrence PR, Inc.

Clackamas County Board of County Commissioners

\_\_\_\_\_

Authorized Signature	Date
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\_\_\_\_\_

Chair	Date
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\_\_\_\_\_

Name / Title (Printed)

\_\_\_\_\_

Recording Secretary	Date
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1005864-94

Oregon Business Registry #

Approved as to Form:

DBC/Oregon

Entity Type / State of Formation

\_\_\_\_\_

County Counsel	Date
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**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide professional services to assist the Public Relations Communications staff in arranging Clackamas County Tourism and Cultural Affairs (CCTCA) exclusive deskside tours, medial follow up, trip planning and bookings assistance and media pitching support as outlined in Request for Proposal #2019-31, issued May 6, 2019 hereby attached and incorporated as **Exhibit D**; The Vendors Response hereby attached and incorporated as **Exhibit E**; and the Fee Schedule hereby attached and incorporated as **Exhibit F**.

The County Contract administrator for this Contract is: Jeannine Breshears.

**CONSIDERATION**

- a. Consideration Rates – Time and Material as detailed within Exhibit F.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum, including any optional one-year renewals, of \$250,000.00. All invoices must reference the Contract number referenced at the top of the Contract. Invoices shall be submitted to: 1830 Blankenship Rd, Suite 100, West Linn, Oregon 97068 or via email at [jeannine@mthoodterritory.com](mailto:jeannine@mthoodterritory.com).
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.



**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**RFP#2019-31**  
**Public Relations Services for Deskside Tours and Media Assistance**  
**Published May 6, 2019**

**EXHIBIT E**  
**VENDORS RESPONSE**

**EXHIBIT F  
FEE SCHEDULE**